

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AMANDA SUE WILSON,) Case No.: EDCV14-800 R (SSx)

Plaintiff,

vs.

**DISCOVERY PROTECTIVE
ORDER**

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT; VICTOR
VALLEY COMMUNITY COLLEGE;
VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT BOARD OF
TRUSTEES; FRANK TRUJILLO,
individually and in his official capacity
as assistant coach/teacher; DONELL
THOMAS, individually and in her
official capacity as head coach/teacher;
TIMOTHY P. JOHNSTON,
individually and in his official capacity
as dean of student services; FUSAKO
YOKOTUBI, individually and in his
official capacity as vice-president,
human resources; and DOES 1-100,
inclusive,

Defendants.

This protective order shall govern the disclosure of documents such as plaintiff's academic records, plaintiff's medical records, plaintiff's mental health care records, plaintiff's army records, the defendants' personnel and employment records, and certain confidential investigation materials (hereinafter collectively "the

1 Protected Documents"), produced by the parties in the civil lawsuit entitled
2 Amanda Sue Wilson v. Victor Valley Community College District, et al., bearing
3 case number EDCV14-800 R (SSx).

4 1. All Protected Documents will be clearly designated prior to the
5 disclosure or production of such Protected Documents, and will bear the notation
6 of "Confidential" on each page provided the notation does not obscure or obliterate
7 the document's contents or interfere with the legibility of the document. All
8 Protected Documents shall be subject to this Protective Order as follows.

9 2. A Producer's designation of information as a Protected Document
10 means that the Producer has made a good faith determination, upon reasonable
11 inquiry, that the information qualifies as such.

12 3. Each person receiving any of the Protected Documents shall not
13 disclose to any person or entity, in any manner, including orally, any of the
14 Protected Documents or any of the information contained therein, except when
15 used for purposes of this litigation pursuant to this protective order.

16 4. The Protected Documents and all information contained therein, may
17 only be disclosed to the following "qualified" persons:

18 (a) Counsel of record for the parties to this civil litigation;
19 (b) Plaintiff and Defendants, Victor Valley Community College District
20 (and its employees), Frank Trujillo, Donell Thomas, Timothy Johnston and Fusako
21 Yokotobi;

22 (c) Paralegal, stenographic, clerical and secretarial personnel regularly
23 employed by counsel referred to in subparagraph (a); and, investigators, expert
24 witnesses and other persons legitimately involved in litigation-related activities for
25 the counsel of record.

26 (d) Court personnel, including stenographic reporters engaged in such
27 proceedings as are necessarily incidental to preparation for the trial of this action.

28 (e) A party who wishes to disclose a Protected Document to a person not

1 authorized under this Order must first make a reasonable attempt to obtain the
2 Producer's written permission. If the Party is unable to obtain the Producer's
3 permission, the Party may file a motion seeking permission from the Court in
4 accordance with the procedures set forth in Local Rules 37-1 through 37-4.

5 (f) If, in connection with the pending litigation, a Producer inadvertently
6 discloses information subject to a claim of attorney-client privilege or attorney
7 work-product protection ("Inadvertently Disclosed Information"), the disclosure of
8 the Inadvertently Disclosed Information shall not constitute or be deemed a waiver
9 or forfeiture of any claim of privilege or work-product protection that the Producer
10 would otherwise be entitled to assert with respect to the Inadvertently Disclosed
11 Information.

12 (g) To the extent not addressed by this paragraph, disclosures of
13 information protected by the attorney-client privilege or the work product doctrine
14 shall be handled in accordance with Federal Rule of Evidence 502.

15 (h) A Producer that inadvertently fails to designate an item pursuant to
16 this Protective Order at the time of the production shall make a correction
17 promptly after becoming aware of such error. Such correction and notice thereof
18 shall be made in writing accompanied by substitute copies of each item,
19 appropriately designated. Those individuals who reviewed the documents or
20 information prior to notice of the failure to designate by the Producer shall return
21 to the Producer or destroy all copies of such undesignated or improperly
22 designated documents.

23 5. The Protected Documents may be disclosed to the Court and court
24 personnel, in connection with this litigation. Protected Documents that a party
25 intends to use in support of or in opposition to a pre-trial filing with the Court must
26 be filed in compliance with the requirements of Central District of California Local
27 Rule 79, including the requirement that "no case or document shall be filed under
28 seal without prior approval by the court." L.R. 79-5.1. Any such application must

1 be made to the particular judge considering the matter to which the proposed under
2 seal filing pertains and must make an individualized and particularized showing of
3 good cause or compelling need, depending upon the context.

4 6. Nothing in this Order shall be construed as a prior directive to the
5 Clerk of the Court to allow any document to be filed under seal. The parties
6 understand and agree that document may be filed under seal only with the
7 permission of the Court after proper motion.

8 7. In the event this matter proceeds to trial, to the extent that any of the
9 Protected Documents are offered into evidence, those Protected Documents will
10 become public, unless sufficient cause is shown in advance of trial to proceed
11 otherwise.

12 8. The court reporter, videographer, and audiographer, if any, who
13 record all or part of the depositions in this matter, which include Protected
14 Documents or descriptions thereof, shall be subject to this Order and precluded
15 from providing any portions of the original deposition videotape, audiotape, or
16 exhibits which relate to the Protected Documents or information to any persons
17 other than counsel of record, absent order of the court.

18 9. Those attending the depositions in this matter shall be bound by this
19 Order and, therefore, shall not disclose to any person or entity, in any manner,
20 including orally, any statements relating to information within the Protected
21 Documents made by such person during the course of said depositions.

22 10. The Protected Documents shall be used solely in connection with the
23 preparation and trial of this civil action entitled Amanda Sue Wilson v. Victor
24 Valley Community College District, et al., bearing case number EDCV14-800 R
25 (SSx), or any related appellate proceeding, and not for any other purpose,
26 including, without limitation, any other litigation or administrative proceedings or
27 any investigation related thereto.

28 11. Any documents designated as Protected Documents are subject to

1 challenge. Challenges may be made at any time and are not waived by the failure
2 to raise the challenge at the time of initial disclosure or designation. A Party's
3 failure to contest a designation of information as Confidential Information is not an
4 admission that the information was properly designated as such.

5 12. Any motion involving a disagreement over a party's designation of
6 information as Protected Documents shall comport with the requirements of Local
7 Rules 37-1 and 37-2 governing discovery disputes, including the requirement that
8 the parties file a Joint Stipulation concerning the matters in dispute. As part of the
9 meet and confer process the Party shall notify the Producer in writing of the basis
10 for the dispute, identifying the specific documents or things as to which the
11 designation is disputed and proposing a new designation for such materials. The
12 Party and the Producer shall then have a Pre-Filing Conference of Counsel in a
13 good faith effort to eliminate the necessity for hearing the motion or to eliminate as
14 many of the disputes as possible, in accordance with Local Rule 37-1 of the United
15 States District Court for the Central District of California. If counsel are unable to
16 settle their differences, they shall formulate a written stipulation in accordance
17 with Local Rules 37-2. The Producer bears the burden of proving that the
18 information is properly designated as a Protected Document. The information
19 shall remain subject to the Producer's Document designation until the Court rules
20 on the dispute.

21 13. A Producer that inadvertently fails to designate an item pursuant to
22 this Protective Order at the time of the production shall make a correction
23 promptly after becoming aware of such error. Such correction and notice thereof
24 shall be made in writing accompanied by substitute copies of each item,
25 appropriately designated. Those individuals who reviewed the documents or
26 information prior to notice of the failure to designate by the Producer shall return
27 to the Producer or destroy all copies of such undesignated or improperly
28 designated documents.

1 14. This Order may not be modified unless by written consent of the
2 parties and approval of the Court. Any party may move for a modification of this
3 Order at any time.

4 15. This Order is made for the purpose of ensuring that the Protected
5 Documents and the information contained therein will remain confidential.

6 16. This order's obligations regarding Confidential Information survive
7 the conclusion of this case. The Court will retain jurisdiction to resolve any
8 dispute concerning the use of information disclosed pursuant to this Protective
9 Order.

10 17. At the conclusion of this litigation, upon request of counsel, parties in
11 receipt of the Protected Documents shall return all Protected Documents to the
12 disclosing party. Alternatively, the receiving parties and every other person and/or
13 entity who received originals or copies of the Protected Documents may destroy all
14 such material and material derived therefrom within thirty (30) calendar days after
15 the conclusion of this case. Additionally, within thirty (30) calendar days after the
16 conclusion of this case, counsel for the receiving parties shall send a signed
17 declaration stating that such material has been destroyed pursuant to this Protective
18 Order.

19 18. Nothing in this Order shall be construed as authorizing a party to
20 disobey a lawful subpoena issued in another action.

21
22 IT IS SO ORDERED.

23
24 DATED: December 2, 2014
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27 Honorable Manuel Real
28 United States District Judge